defendant's defence. The first allegation in this paragraph is a misrepresentation by Mr. A. R. Holden on or about the 10th February, 1930, that he was employing the first defendant for three years certain. This representation, if made, appears to me to be irrelevant as negotiations had only then commenced and no finality was reached until several weeks afterwards. The other misrepresentation alleged is that by Goh Li Seah on the 14th March, 1930. The evidence on this point has already been referred to and the second defendant has not sworn that any such misrepresentation was ever made. I am satisfied, however, that in signing the guarantee the second defendant relied on the representations of his son-in-law, the first defendant, and of his solicitor Mr. Kow Soon Kim. The evidence of the second defendant and of Mr. Kow Soon Kim does not quite agree in various particulars but they both say that Mr. Kow Soon Kim told him that it was stated in the service agreement that it could only be terminated at the end of three years. The second defendant admitted in cross-examination that he was satisfied with any agreement which satisfied the first defendant, and I have little doubt that this statement is correct. In order to succeed, however, the second defendant must show that he acted on the plaintiffs' misrepresentation and in this he has completely failed.

I hold, therefore, that the first defendant has not made out his claim in Suit No. 1148 of 1931 and that he has no defence in Suit No. 79 of 1932 except as to *quantum*.

The second defendant also fails in his defence in Suit No. 79 of 1932 and is liable on his guarantee. There will have to be an enquiry before the Registrar as to the amount due in Suit No. 79 of 1932 and the further consideration of the action must be adjourned with liberty to apply. There will be judgment for the plaintiffs for the sum of $1,562.77 on their counterclaim in Suit No. 1148 of 1931.

Judgment accordingly.

Solicitors for the Plaintiffs—*Allen & Gledhill.*
Solicitors for the 1st Defendant—
Claude H. da Silva.
Solicitors for the 2nd Defendant—
John G. Campbell & Co.

[ORIGINAL CIVIL JURISDICTION]

Re M. S. WARD.

[SINGAPORE BANKRUPTCY No. 263 OF 1932.]

Bankruptcy—Small debt—debtor undertaking to pay off by instalments.

In a small case where the debtor has a reasonable prospect of paying off the debt by instalments the Court may in its discretion refuse to make a Receiving Order, —*Ordinance No. 44 (Bankruptcy) Section 6 (3).*

The petitioning creditor was a small money lender and the petition was founded on a District Court Judgment for $101.55 including costs.

The debtor who was employed as a clerk at Yen 50 per mensem (about $35 Straits) gave an undertaking to pay $5 per mensem until the debt was satisfied.

The CHIEF JUSTICE (Sir William Murison) adjourned the petition *sine die* on the special ground that the debt was small and the debtor was able to satisfy it (Section 6(3) Ordinance No. 44 (Bankruptcy).

The petitioning creditor was ordered to pay the Debtor's costs.

Note:—The formal order was drawn up as follows:—

> Upon the hearing of the adjourned petition this day and upon reading the affidavit of Bagga Singh sworn to and filed herein on the 7th day of July, 1932, and the affidavit of M. S. Ward sworn to and filed herein on the 22nd day of July, 1932, and upon hearing Counsel for the Petitioning Creditor and for the Debtor It is ordered that the Debtor do pay to the Petitioning Creditor the sum of $5 per month the 1st payment to be made on the 1st August, 1932, and the subsequent payments to be paid on the 1st day of every succeeding month until the whole of the said sum of $101.55 shall have been fully paid and satisfied and that the Debtor's costs of these proceedings be taxed and paid by the Petitioning Creditor AND IT IS FURTHER ORDERED that the hearing of this petition be adjourned *sine die* on the special ground that the amount due is small and that Debtor is able to satisfy this debt.

This report was checked and approved by the learned Chief Justice who remarked that the words:

> "IT IS ORDERED that the Debtor do pay to the Petitioning Creditor....."
> were inserted in error.
> The Court did not order the Debtor to pay.
> The formal order should read:
> "on the Debtor UNDERTAKING to pay to the Petitioning Creditor....."

[ORIGINAL CIVIL JURISDICTION]

A. R. A. R. M. RAMANATHAN CHETTIAR

vs.

CHUA TIANG SENG AND OTHERS.

[SINGAPORE ORIGINATING SUMMONS No.9 of 1931.]

Equitable Mortgage—Deposit of Deeds—Memorandum of Lien—Registration of Deeds—Parol evidence of deposit—Practice.

The Defendants deposited title deeds relating to land with the Plaintiff subject to an agreement that they should be held as security for monies lent. The